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Attorney for Plaintiff
Abbie Lorraine Erickson Brewer

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ABBIE LORRAINE ERICKSON
BREWER,

Plaintiff,

v.

TRANS UNION LLC, EXPERIAN
INFORMATION SOLUTIONS, INC.,
DISCOVER BANK,

Defendants.

Case No.: 2:23-cv-00130-ODW-MAA

**AMENDED STIPULATED
PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this

1 Stipulated Protective Order does not confer blanket protections on all disclosures or
2 responses to discovery and that the protection it affords from public disclosure and
3 use extends only to the limited information or items that are entitled to confidential
4 treatment under the applicable legal principles. The parties further acknowledge, as
5 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
6 them to file confidential information under seal; Local Rule 79-5 sets forth the
7 procedures that must be followed and the standards that will be applied when a party
8 seeks permission from the Court to file material under seal.
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12 **2. GOOD CAUSE STATEMENT**

13 This action is likely to involve trade secrets, customer and pricing lists and other
14 valuable research, development, commercial, financial, technical and/or proprietary
15 information for which special protection from public disclosure and from use for any
16 purpose other than prosecution of this action is warranted. Such confidential and
17 proprietary materials and information consist of, among other things, confidential
18 business or financial information, information regarding confidential business
19 practices, or other confidential research, development, or commercial information
20 (including information implicating privacy rights of third parties), information
21 otherwise generally unavailable to the public, or which may be privileged or
22 otherwise protected from disclosure under state or federal statutes, court rules, case
23 decisions, or common law. Accordingly, to expedite the flow of information, to
24 facilitate the prompt resolution of disputes over confidentiality of discovery
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1 materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of such
3 material in preparation for and in the conduct of trial, to address their handling at the
4 end of the litigation, and to serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information
6 will not be designated as confidential for tactical reasons and that nothing be so
7 designated without a good faith belief that it has been maintained in a confidential,
8 non-public manner, and there is good cause why it should not be part of the public
9 record of this case.

13 **3. DEFINITIONS**

14 3.1 *Action:* This pending federal lawsuit, entitled *Abbie Lorraine Erickson*
15 *Brewer vs. Experian Information Solutions, Inc., et al*, No. 2:23-cv-
16 00130-ODW – MAA.

17 3.2 **Challenging Party:** A Party or Nonparty that challenges the
18 designation of information or items under this Stipulated Protective
19 Order.

20 3.3 **“CONFIDENTIAL” Information or Items:** Information (regardless
21 of how it is generated, stored or maintained) or tangible things that
22 qualify for protection under Federal Rule of Civil Procedure 26(c), and
23 as specified above in the Good Cause Statement.
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1 3.4 “CONFIDENTIAL–ATTORNEY’S EYES ONLY” Information or
2 Items: information (regardless of how it is generated, stored, or
3 maintained) or tangible things that qualify for protection under Federal
4 Rule of Civil Procedure 26(c), and as specified above in the Good Cause
5 Statement, that a Designating Party believes in good faith that, despite
6 the provisions of this Protective Order, there is a substantial risk of
7 identifiable harm to the Designating Party if particular documents it
8 designates as “CONFIDENTIAL” are disclosed to a Party or Non-
9 Party, including House Counsel.

13 3.5 Counsel: Outside Counsel of Record and In-House Counsel (as well
14 as their support staff).

16 3.6 Designating Party: A Party or Nonparty that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL” OR “CONFIDENTIAL—ATTORNEYS’ EYES
19 ONLY.”

21 3.7 Disclosure or Discovery Material: All items or information, regardless
22 of the medium or manner in which it is generated, stored, or
23 maintained (including, among other things, testimony, transcripts, and
24 tangible things), that is produced or generated in disclosures or
25 responses to discovery in this matter.
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- 1 3.8 **Expert:** A person with specialized knowledge or experience in a
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3 matter pertinent to the litigation who has been retained by a Party or its
4 counsel to serve as an expert witness or as a consultant in this Action
- 5 3.9 **In-House Counsel:** Attorneys who are employees of a party to this
6 Action. In-House Counsel does not include Outside Counsel of Record
7 or any other outside counsel.
- 8
9 3.10 **Nonparty:** Any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.
- 11
12 3.11 **Outside Counsel of Record:** Attorneys who are not employees of a
13 party to this Action but are retained to represent or advise a party to this
14 Action and have appeared in this Action on behalf of that party or are
15 affiliated with a law firm which has appeared on behalf of that party,
16 and includes support staff.
- 17
18 3.12 **Party:** Any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, In-House Counsel, and
20 Outside Counsel of Record (and their support staffs).
- 21
22 3.13 **Producing Party:** A Party or Nonparty that produces Disclosure or
23 Discovery Material in this Action.
- 24
25 3.14 **Professional Vendors:** Persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing
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exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.15 **Protected Material:** Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” OR “CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

3.16 **Receiving Party:** A Party that receives Disclosure or Discovery Material from a Producing Party

4. **SCOPE**

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

5. **DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion

1 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of time
3 pursuant to applicable law.
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5 **6. DESIGNATING PROTECTED MATERIAL**

6 6.1. Exercise of Restraint and Care in Designating Material for Protection.

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8 Each Party or Nonparty that designates information or items for protection under
9 this Stipulated Protective Order must take care to limit any such designation to
10 specific material that qualifies under the appropriate standards. The Designating
11 Party must designate for protection only those parts of material, documents, items,
12 or oral or written communications that qualify so that other portions of the
13 material, documents, items, or communications for which protection is not
14 warranted are not swept unjustifiably within the ambit of this Stipulated Protective
15 Order. Mass, indiscriminate, or routinized designations are prohibited.
16 Designations that are shown to be clearly unjustified or that have been made for
17 an improper purpose (*e.g.*, to unnecessarily encumber the case development
18 process or to impose unnecessary expenses and burdens on other parties) may
19 expose the Designating Party to sanctions. If it comes to a Designating Party's
20 attention that information or items that it designated for protection do not qualify
21 for protection, that Designating Party must promptly notify all other Parties that
22 it is withdrawing the inapplicable designation.
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28 6.2. Manner and Timing of Designations.

1 Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*, Section
2 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material
3 that qualifies for protection under this Stipulated Protective Order must be clearly
4 so designated before the material is disclosed or produced. Designation in
5 conformity with this Stipulated Protective Order requires the following:
6

- 7
- 8 a) For information in documentary form (e.g., paper or electronic documents,
9 but excluding transcripts of depositions or other pretrial or trial
10 proceedings), that the Producing Party affix at a minimum, the legend
11 “CONFIDENTIAL” OR “CONFIDENTIAL—ATTORNEYS’ EYES
12 ONLY” to each page that contains protected material. If only a portion or
13 portions of the material on a page qualifies for protection, the Producing
14 Party also must clearly identify the protected portion(s) (e.g., by making
15 appropriate markings in the margins). A Party or Nonparty that makes
16 original documents available for inspection need not designate them for
17 protection until after the inspecting Party has indicated which documents it
18 would like copied and produced. During the inspection and before the
19 designation, all of the material made available for inspection shall be
20 deemed “CONFIDENTIAL” OR “CONFIDENTIAL—ATTORNEYS’
21 EYES ONLY.” After the inspecting Party has identified the documents it
22 wants copied and produced, the Producing Party must determine which
23 documents, or portions thereof, qualify for protection under this Stipulated
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1 Protective Order. Then, before producing the specified documents, the
2 Producing Party must affix the legend “CONFIDENTIAL” OR
3 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” to each page that
4 contains Protected Material. If only a portion or portions of the material on
5 a page qualifies for protection, the Producing Party also must clearly
6 identify the protected portion(s) (e.g., by making appropriate markings in
7 the margins).

10 b) For testimony given in depositions, that the Designating Party identify the
11 Disclosure or Discovery Material on the record, before the close of the
12 deposition, all protected testimony.

14 c) For information produced in nondocumentary form, and for any other
15 tangible items, that the Producing Party affix in a prominent place on the
16 exterior of the container or containers in which the information is stored the
17 legend “CONFIDENTIAL” OR “CONFIDENTIAL—ATTORNEYS’
18 EYES ONLY.” If only a portion or portions of the information warrants
19 protection, the Producing Party, to the extent practicable, shall identify the
20 protected portion(s).

23
24 6.3. Inadvertent Failure to Designate.

25 If timely corrected, an inadvertent failure to designate qualified information or
26 items does not, standing alone, waive the Designating Party’s right to secure
27 protection under this Stipulated Protective Order for such material. Upon timely
28

1 correction of a designation, the Receiving Party must make reasonable efforts to
 2 assure that the material is treated in accordance with the provisions of this Stipulated
 3 Protective Order.
 4

5 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **7.1. Timing of Challenges.**

7
 8 Any Party or Nonparty may challenge a designation of confidentiality at any
 9 time that is consistent with the Court's Scheduling Order.
 10

11 **7.2. Meet and Confer.**

12 The Challenging Party shall initiate the dispute resolution process, which shall
 13 comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's
 14 Procedures ("Mandatory Telephonic Conference for Discovery Disputes").¹
 15

16 **7.3. Burden of Persuasion.**

17 The burden of persuasion in any such challenge proceeding shall be on the
 18 Designating Party. Frivolous challenges, and those made for an improper purpose
 19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 20 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 21 or withdrawn the confidentiality designation, all parties shall continue to afford the
 22 material in question the level of protection to which it is entitled under the Producing
 23 Party's designation until the Court rules on the challenge.
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26 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

27 **8.1. Basic Principles.**

1 A Receiving Party may use Protected Material that is disclosed or produced by
2 another Party or by a Nonparty in connection with this Action only for prosecuting,
3 defending, or attempting to settle this Action. All documents, transcripts, or other
4 materials subject to this Order, and all information derived therefrom including, but
5 not limited to, all testimony given in a deposition, declaration or otherwise, that
6 refers, reflects or otherwise discusses any information designated
7 “CONFIDENTIAL” or “CONFIDENTIAL—ATTORNEYS’ EYES ONLY”
8 hereunder, shall not be used, directly or indirectly, by any person, including the other
9 Defendants, for any business, commercial or competitive purposes or for any purpose
10 whatsoever other than solely for the preparation for and trial of this action in
11 accordance with the provisions of this Order. Such Protected Material may be
12 disclosed only to the categories of persons and under the conditions described in this
13 Stipulated Protective Order. When the Action reaches a final disposition, a Receiving
14 Party must comply with the provisions of Section 14 below. Protected Material must
15 be stored and maintained by a Receiving Party at a location and in a secure manner
16 that ensures that access is limited to the persons authorized under this Stipulated
17 Protective Order.

24 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

25 Unless otherwise ordered by the Court or permitted in writing by the Designating
26 Party, a Receiving Party may disclose any information or item designated
27 “CONFIDENTIAL” only to:
28

- a) The Receiving Party's Outside Counsel of Record, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- b) The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- d) The Court and its personnel;
- e) Court reporters and their staff;
- f) Any juror or alternative juror;
- g) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary or this Action and who have signed the "Acknowledgment and Agreement to be Bound" (Exhibit A);
- h) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- i) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the

1 deposing party requests that the witness sign the “Acknowledgment and
2 Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be
3 permitted to keep any confidential information unless they sign the
4 “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed
5 by the Designating Party or ordered by the Court. Pages of transcribed
6 deposition testimony or exhibits to depositions that reveal Protected
7 Material may be separately bound by the court reporter and may not be
8 disclosed to anyone except as permitted under this Stipulated Protective
9 Order; and
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- 13 j) Any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement
15 discussions.
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17 8.3. Disclosure of “CONFIDENTIAL–ATTORNEY’S EYES ONLY”
18 Information or Items
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20 Unless otherwise ordered by the Court or permitted in writing by the
21 Designating Party, a Receiving Party may disclose any information or item
22 designated “CONFIDENTIAL–ATTORNEY’S EYES ONLY” only to:
23

- 24 a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
25 employees of said Outside Counsel of Record to whom it is reasonably necessary to
26 disclose the information for this Action;
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b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

c) The Court and its personnel;

d) Court reporters and their staff;

e) Any juror or alternative juror; and,

f) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEY’S EYES ONLY,” that Party must:

a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

1 c) Cooperate with respect to all reasonable procedures sought to be pursued
2 by the Designating Party whose Protected Material may be affected.
3

4 If the Designating Party timely seeks a protective order, the Party served with the
5 subpoena or court order shall not produce any information designated in this action
6 as “CONFIDENTIAL” or “CONFIDENTIAL–ATTORNEY’S EYES ONLY”
7 before a determination by the Court from which the subpoena or order issued, unless
8 the Party has obtained the Designating Party’s permission. The Designating Party
9 shall bear the burden and expense of seeking protection in that court of its
10 confidential material and nothing in these provisions should be construed as
11 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
12 directive from another court.
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16 **10. NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
17 **PRODUCED IN THIS LITIGATION**
18

19 **10.1. Application.**

20 The terms of this Stipulated Protective Order are applicable to information
21 produced by a Nonparty in this Action and designated as “CONFIDENTIAL” or
22 “CONFIDENTIAL–ATTORNEY’S EYES ONLY.” Such information produced by
23 Nonparties in connection with this litigation is protected by the remedies and relief
24 provided by this Stipulated Protective Order. Nothing in these provisions should be
25 construed as prohibiting a Nonparty from seeking additional protections.
26
27

28 **10.2. Notification.**

1 In the event that a Party is required, by a valid discovery request, to produce a
2 Nonparty's confidential information in its possession, and the Party is subject to an
3 agreement with the Nonparty not to produce the Nonparty's confidential information,
4 then the Party shall:

- 5
- 6 a) Promptly notify in writing the Requesting Party and the Nonparty that some
7 or all of the information requested is subject to a confidentiality agreement
8 with a Nonparty;
9
- 10 b) Promptly provide the Nonparty with a copy of the Stipulated Protective
11 Order in this Action, the relevant discovery request(s), and a reasonably
12 specific description of the information requested; and
13
- 14 c) Make the information requested available for inspection by the Nonparty,
15 if requested.
16

17 10.3. Conditions of Production.
18

19 If the Nonparty fails to seek a protective order from this Court within fourteen
20 (14) days after receiving the notice and accompanying information, the Receiving
21 Party may produce the Nonparty's confidential information responsive to the
22 discovery request. If the Nonparty timely seeks a protective order, the Receiving
23 Party shall not produce any information in its possession or control that is subject to
24 the confidentiality agreement with the Nonparty before a determination by the Court.
25 Absent a court order to the contrary, the Nonparty shall bear the burden and expense
26 of seeking protection in this Court of its Protected Material.
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1 **11.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3
4 Protected Material to any person or in any circumstance not authorized under this
5 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
6 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
7
8 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
9 persons to whom unauthorized disclosures were made of all the terms of this
10 Stipulated Protective Order, and (4) request such person or persons to execute the
11
12 “Acknowledgment and Agreement to be Bound” (Exhibit A).

13 **12.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
14 **PROTECTED MATERIAL**

15
16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without prior
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
22 parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the Stipulated Protective Order submitted
25
26 to the Court.
27
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1 **13. MISCELLANEOUS**

2 13.1. Right to Further Relief.

3
4 Nothing in this Stipulated Protective Order abridges the right of any person to
5 seek its modification by the Court in the future.

6 13.2. Rights to a Party's Own Documents

7
8 Nothing herein shall affect or restrict the rights of any party with respect to its
9 own documents or to the information obtained or developed independently of
10 documents, transcripts and materials afforded confidential treatment pursuant to this
11 Order.
12

13 13.3. Right to Assert Other Objections.

14 By stipulating to the entry of this Stipulated Protective Order, no Party waives
15 any right it otherwise would have to object to disclosing or producing any
16 information or item on any ground not addressed in this Stipulated Protective Order.
17 Similarly, no Party waives any right to object on any ground to use in evidence of
18 any of the material covered by this Stipulated Protective Order.
19
20

21 13.4. Filing Protected Material.

22 To the extent any motions, briefs, pleadings, deposition transcripts, or other
23 papers to be filed with the Court incorporate documents or information subject to this
24 Order, the party filing such papers shall designate such materials, or portions thereof,
25 as "CONFIDENTIAL," or "CONFIDENTIAL—ATTORNEYS' EYES ONLY" and
26 shall file them with the clerk under seal; provided, however, that a copy of such filing
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1 having the confidential information deleted therefrom may be made part of the public
2 record. A Party that seeks to file under seal any Protected Material must comply with
3 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
4 order authorizing the sealing of the specific Protected Material at issue. If a Party's
5 request to file Protected Material under seal is denied by the Court, then the
6 Receiving Party may file the information in the public record unless otherwise
7 instructed by the Court.
8

9 13.5. Designation or Failure Does Not Constitute Evidence

10 This Order has been agreed to by the parties to facilitate discovery and the
11 production of relevant evidence in this action. Neither the entry of this Order, nor
12 the designation of any information, document, or the like as "CONFIDENTIAL," or
13 "CONFIDENTIAL—ATTORNEYS' EYES ONLY," nor the failure to make such
14 designation, shall constitute evidence with respect to any issue in this action.
15

16 14.FINAL DISPOSITION

17 Within sixty (60) days after the final termination of this litigation, each Receiving
18 Party must return all Protected Material to the Producing Party or destroy such
19 material. As used in this subdivision, "all Protected Material" includes all copies,
20 abstracts, compilations, summaries, and any other format reproducing or capturing
21 any of the Protected Material. Whether the Protected Material is returned or
22 destroyed, the Receiving Party must submit a written certification to the Producing
23 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
24

1 deadline that (1) identifies (by category, where appropriate) all the Protected Material
 2 that was returned or destroyed and (2) affirms that the Receiving Party has not
 3 retained any copies, abstracts, compilations, summaries or any other format
 4 reproducing or capturing any of the Protected Material. Notwithstanding this
 5 provision, Counsel is entitled to retain an archival copy of all pleadings; motion
 6 papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence;
 7 deposition and trial exhibits; expert reports; attorney work product; and consultant
 8 and expert work product, even if such materials contain Protected Material. Any such
 9 archival copies that contain or constitute Protected Material remain subject to this
 10 Stipulated Protective Order as set forth in Section 5.
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 12
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14 **15.VIOLATION**

15 Any violation of this Stipulated Order may be punished by any and all appropriate
 16 measures including, without limitation, contempt proceedings and/or monetary
 17 sanctions.
 18
 19

20 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21 Dated: June 23, 2023

/s/ Youssef Hammoud
 Youssef Hammoud, CA #321934
 Hammoud Law, P.C.
Counsel for Plaintiff

22
 23
 24 Dated: June 23, 2023

/s/ Kyle Pietrzak
 Kyle Pietrzak (SBN 268739)
 Quilling, Selander, Lownds,
 Winslett & Moser, P.C.
Counsel for Defendant
Trans Union LLC


1
2 Dated: June 23, 2023

/s/ Matthew Thomas Billeci
Matthew Thomas Billeci
(SBN 329014)

3
4
5 Jones Day
6 *Counsel for Defendant*
7 *Experian Information Solutions, Inc.*
8
9

10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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12 DATED: June 24, 2023
13 _____



14 _____
15 HON. MARIA A. AUDERO
16 UNITED STATES MAGISTRATE JUDGE
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 _____ [date] in the case of *Abbie Lorraine Erickson Brewer vs. Experian*
Information Solutions, Inc., et al, No. 2:23-cv-00130-ODW-MAA., I agree to
 comply with and to be bound by all the terms of this Stipulated Protective Order
 and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after the termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection

1 with this action or any proceedings related to enforcement of this Stipulated
2 Protective Order.

3
4 Date: _____

5 City and State where sworn and signed: _____

6 Printed Name: _____

7
8 Signature: _____

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2023, I electronically filed the foregoing with the Clerk of the Court using the ECF system, which will send notice of such filing to all attorneys of record in this matter.

/s/ Nataly Clark